



CITY OF ATLANTA

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December 14, 2010

Mr. Benito DeLeon
Director, Office of Airport Planning and Programming
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591

Subject: Hartsfield-Jackson Atlanta International Airport
Competition Plan Update Submittal

Dear Mr. DeLeon:

By this letter and its enclosures, we are submitting an update to the Hartsfield-Jackson Atlanta International Airport Competition Plan relating to the execution by the City of Atlanta (the "City") of a master lease extension agreement with AirTran Airways, Inc. ("AirTran") and Atlantic Southeast Airlines, Inc. ("ASA") to modify and extend for seven years each of their respective Central Passenger Terminal Complex ("CPTC") Lease and Use Agreements (the "AirTran and ASA Extension Agreements"), at the Hartsfield-Jackson International Airport (the "Airport").

The FAA has identified the Airport as one that is covered by the FAA's Competition Plan ("Plan") requirements. FAA Program Guidance Letter 04-08 ("PGL") states in detail the requirements. Page 9 of the PGL contains conditions that trigger submission of a Plan update. One of the conditions is when a significantly revised use and lease agreement has been executed.

As you may recall, the City coordinated extensively with your office and the Office of the Secretary of Transportation ("OST") on a CPTC Lease and Use Extension Agreement for Delta Air Lines, Inc. ("Delta") (the "Delta Extension Agreement and together with the AirTran and ASA Extension Agreements, the "Extension Agreements"). The Delta Extension Agreement was transmitted to your office on February 10, 2010 and the City received a reply dated March 10, 2010 to the effect that it complied with the relevant statutory provisions. Following such exchange, the City has continued to communicate with your office regarding the Delta Extension Agreement and the prospective extension agreements for other airlines, including AirTran and ASA. That communication process included a number of telephone calls between FAA and the

Airport, and a letter transmitted to your office, dated July 2, 2010, from the former Aviation General Manager.

This update provides a more complete and current statement of the activities of the City with respect to the extension of the CPTC Lease Agreements and Use Agreements for hub carriers other than Delta (namely, AirTran) and non-hub carriers. As will be evident, through the completion of these multiparty negotiations, the City has resolved fully any concerns that may have existed at the time of the July 2, 2010 letter. Given the complexity of the arrangements with the airlines utilizing the Airport, it was not feasible to complete all the extensions and modifications for all the existing CPTC Leases and Use Agreements at one time, prior to the expiration of the term of those agreements. The City dealt first with the largest user of the Airport, Delta, and entered into the Delta Extension Agreement. Having received FAA concurrence that the Delta Extension Agreement satisfied FAA Plan requirements, we have proceeded to work with the other hub and non-hub airlines to modify and extend their respective CPTC Leases and Use Agreements in a manner consistent with the approach taken with Delta. The City's objectives in its continuing negotiations have been to assure fair and equitable treatment among all such airlines, and to provide the contractual and financial capabilities that will enhance the Airport's ability to provide more efficient and expanded facilities, and thus, improved competition.

After Delta, AirTran is the next largest user of the Airport, and the only other major hub carrier. ASA is the third largest airline operating at the Airport and provides regional airline service under the Delta Connection program for Delta. Thus, the City turned next to negotiations with AirTran and ASA, leading to the AirTran and ASA Extension Agreements. As the attached table demonstrates, allowing for differences in the amount of space leased, allocation of specific gates and improvement projects specific to AirTran and ASA related to such spaces, the AirTran and ASA Extension Agreements afford both carriers (and the City) essentially the same benefits provided to Delta (and the City) under the Delta Extension Agreement. The few differences between these two Extension Agreements and the Delta Extension Agreement consist principally of AirTran and ASA agreeing to an allocation of a specific number of gates as opposed to the explained passenger gate allocation mechanism in the Delta Extension Agreement. A difference specific to the AirTran agreement is a provision that does not require AirTran to accommodate an airline that already has 10 or more Preferential Use Gates. AirTran has also uniquely agreed to accommodate carriers utilizing the former Common Use Gates now leased to AirTran on a priority basis using the historical precedence criteria outlined in the Airport's common use protocols. We note that the AirTran and ASA Extension Agreements replicate the advances made by the City in the Delta agreement regarding provisions that favor competition such as eliminating the exclusive gate category, enhanced accommodation provisions and gate utilization thresholds. Attached is a copy of the AirTran and ASA Extension Agreements and a table comparing in detail these agreements to the Delta Extension Agreement.

Following the completion of the AirTran and ASA Extension Agreements, the City has been working with the non-hub carriers which have CPTC Leases and Use Agreements (the

“Non-Hub Carriers”) to craft an appropriate set of extension agreements which contemplate a more efficient use of certain gates, and the creation of new gates, for use by carriers other than the large hub carriers. The current drafts of such agreements include a framework for the short term optimization and longer term expansion of Concourse T North in several phases. Through the reconfiguration of existing gates plus a final phase expanding the existing concourse to the north, the Airport will increase the number of gates available for use by competing airlines. During the optimization phase, as many as three (3) gates would be returned to the City by the non-hub carriers. Future expansion to the north could yield an additional three (3) to four (4) gates which would significantly enhance the Airport’s competition profile. The Airport anticipates completion of these Non-Hub Extension Agreements in the near future, and will submit the executed versions formally in a subsequent update. We are providing information to the FAA on such agreements as they are being negotiated, so that the FAA will have a more complete perspective as to how all the extension agreements have been developed in a methodical, step-by-step manner to improve the Airport’s ability to accommodate competition.

There has been another very positive and major development since the execution of the Extension Agreements that we wish to bring to the FAA’s attention. This is the execution by AirTran, ASA and Delta of agreements that will provide a further measure of financial strength to the Airport, which will allow the Airport to continue to enhance facilities, to provide better service to the travelling public, and to accommodate more flights and passengers. Under these agreements, Delta, ASA and AirTran will make supplemental lease payments to the Airport (such agreements together with the other airlines that have or will execute similar agreements, the “Supplemental Rental Amendments”).

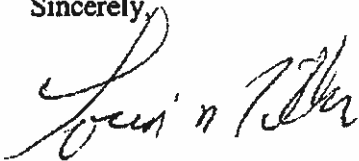
The Supplemental Rental Amendments provide that beginning in Fiscal Year 2013 through Fiscal Year 2016, the airlines will pay additional rentals in an aggregate amount of \$30.0 million. Some or all of these amounts may be recovered by the Airlines during Fiscal Years 2015 through 2017 but such recovery would depend on the Airport having especially good financial results, measured either by (i) a formula based on amounts in excess of a conservative debt service ratio that would protect the Airport’s debt service obligations and the overall finances of the Airport or (ii) receipt of concession revenues above certain similarly protective thresholds. We have also enclosed a copy of the Delta, ASA and AirTran Supplemental Rental Agreements in the form of amendments to each of these carriers’ CPTC Leases. (The Non-Hub Carriers have agreed that their extension agreements will contain provisions that are substantially identical to the Supplemental Rental Amendments, so that they will pay supplemental rental as well.)

We note that the amount of new supplemental payments agreed to by the airlines exceed any reduction in revenue that, under the old CPTC Leases, resulted from the completion of amortization of prior capital or other projects that previously had been included in airline rentals. As such, we believe that the Airport’s financial position under the master lease agreements has improved since the execution of the Delta Extension Agreement thereby facilitating capital improvements that are not approved through the majority-in-interest process.

As is evidenced by the ASA and AirTran Extension Agreements, the Airport's work with the Non-Hub Carriers on the Concourse T North developments, and by its obtaining supplemental rental to strengthen its finances, the City will continue to pursue avenues that promote competition pending the larger opportunities presented by the renegotiation of the master leases prior to their expiration in 2017.

The City believes that submission of a copy of the executed AirTran and ASA Extension Agreements and the detailed table comparing the provisions of these agreements to the terms of the Delta Extension Agreement, together with the additional information contained in and submitted with this letter fulfills the requirements of a Plan update. Should you have any questions about this submission or require further information, please do not hesitate to contact me at (404) 382-2300.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis E. Miller". The signature is fluid and cursive, written over the word "Sincerely,".

Louis E. Miller
Aviation General Manager
City of Atlanta/Department of Aviation

Attachments

cc: Catherine M. Lang, Associate Administrator for Airports
Frank J. San Martin, Airports Manager

**SUMMARY COMPARISON OF ORIGINAL CPTC LEASE WITH
DELTA AND SPOKE AIRLINE EXTENSION AGREEMENTS**

<u>TOPIC</u>	<u>ORIGINAL CPTC OR USE AGREEMENT</u>	<u>DELTA EXTENSION AGREEMENT</u>	<u>SPOKE AIRLINES EXTENSION AGREEMENTS</u>
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A. TERM

Number of Years	CPTC Lease: Ends on Sep 20, 2010 (Sec. 2.01) Use Agreement: Ends on Sep 20, 2010 (Sec. 2.01)	CPTC Lease and Use Agreement: 7 years from Sep 20, 2010 to Sep 20, 2017. (Secs. 1.1, 2.1(b) and 3.1 of Extension Agreement)	Same (Secs 1.1, 2.1(b) and 3.1 of Extension Agreement)
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B. AIRPORT SPACE CLASSIFICATION

Exclusive Leased Premises under CPTC Lease	CPTC Lease: “Exclusive Leased Premises” are areas in the CPTC, exclusively leased to Contracting Airlines. (Secs. 1.17, 4.02)	Exclusive Premises are converted into preferential space as discussed below with respect to gates and other related space. (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr.) The main differences between Exclusive Leased Premises such as gates and the new designations (Preferential gates and space and Common Use Aircraft Gates with Priority Scheduling) are the new accommodation and recapture provisions.	Same (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr.)
Joint Leased Premises under CPTC Lease	Joint Leased Premises are areas dedicated for public use directly related to the movement of passengers and baggage and, except for specific areas for use by concessionaires. Joint Leased Premises are leased to Delta and other airlines, with respect to Concourse E, the Concourse E Lessee Airlines and the City as the Lessee of the City FIS Facility for public use. (Secs. 1.28, 4.03)	Remains Joint Leased Space but on a preferential basis. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 3 of Ext. Agr.)	Same. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 5 of Ext. Agr.)

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Shared Use Premises under CPTC Lease	Area exclusively leased by two or more Contracting Airlines for use in common. (Sec. 1.36)	Remain the same except for MHJIT. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 5 of Ext. Agr.)	Same (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 3 of Ext. Agr.)
City Reserved Space under CPTC Lease	Premises for which the City is obligated only for capital costs and actual heating, air conditioning and lighting expenses until such space is leased as Exclusive Leased Premises or Shared Use Premises to one or more Contracting Airlines or other tenants. (Sec.1.54)	Remain the same except for MHJIT. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 5 of Ext. Agr.)	Same (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr., Attach. 3 of Ext. Agr.)

C. GATE AND OTHER SPACE CLASSIFICATIONS

Exclusive Gates under CPTC Lease	Airlines have Exclusive Use Gates (1.17, 4.02) as part of their Exclusive Premises	Exclusive Gates replaced by Preferential Gates. (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr. and Attach. 2 of Ext. Agr.)	Same (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr. and Attach. 4 of Ext. Agr.)
Assignment of Preferential and Non-Hub Contracting Airline Preferential Use Aircraft Gates and Related Space under CPTC Lease	None	The City assigned gates to Delta and ASA based on average utilization standard of 750 aircraft seats on outbound flights per day, resulting in Delta and ASA having the same number of gates as they currently control. (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr. and Attach. 4 of Ext. Agr.)	Spoke airlines are assigned "Non-Hub Contracting Airline Preferential Use Aircraft Gates". Preferential Gates assigned by the City to Spokes by agreement instead of by utilization metric. Preferential and Non-Hub Preferential gates are the same except that accomodation of a flight by a carrier with nine or more Preferential gates cannot be forced on a Non-Hub Preferential gate. (New Sec. 2.08 of CPTC Lease added by Section 2.1 (d) of Ext. Agr. and Attach. 2 of Ext. Agr.)

SUMMARY COMPARISON OF ORIGINAL CPTC LEASE WITH DELTA AND SPOKE AIRLINE EXTENSION AGREEMENTS

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Assignment of Common Use Gates with Priority Scheduling under CPTC Lease (“CUPS”)	None	See note above in the "Preferential" column regarding the total number of gates assigned to the Delta group. Of the total, the gates not previously covered by a CPTC lease to a Delta Group member are CUPS rather than Preferential.	No CUPS gates are assigned to Spokes.
Non-Hub Contracting Airlines Common Use Gates	None	None	Non-Hub Contracting Airline Common Use Gates are essentially the same as Common Use Aircraft Gates except that Airlines with nine or more Preferential use gates cannot receive Historical Precedence rights on these gates.
Common Use Gates and Related Space under CPTC Lease	Airlines have the right to use Common Use Gates in accordance with established rules and regulations.	Same	Same. AirTran agreed to accommodate non-hub carriers with historical precedence per the Common Use Protocols as of the date of execution of the agreement. (3 B (1.) of Att 2 to Ext. Agr.)
Sublease rights	Airlines may sublease without the City’s consent with respect to its Exclusive Premises.	Airline has no “proprietary” rights, and cannot sublease gates without the City’s consent. (Attach. 4 of Ext. Agr.)	Same
Handling Agreements	None, not applicable.	Airline may enter into handling agreements with other airlines. (Attach. 2 of Ext. Agr.)	Same
Number of domestic Gates under CPTC Lease	Delta Group: 124 gates, including ASA’s gates that are subleased from US Air AA - 4 gates UA - 3 gates US Air - 3 that are not subleased AirTran – 22 CO - 1 Exclusive gate and 3 Priority Use gates Midwest - 1 gate	114 Preferential Use Aircraft Gates [includes ASA] and 10 CUPS [includes ASA]	AA - 4 gates UA - Initially 3 gates US - 3 gates CO - Initially 3 gates Midwest - 0 gates, lease not extended

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	Common Use - 10 gates		Common Use - Initially 2 gates
"Priority Rights" to international Common Use gates		All international gates will remain Common Use. When MHJIT opens, the Carrier with the most international operations will have priority scheduling to six (6) of the twelve (12) Concourse F gates.	NA
Check-in Positions, Baggage Claim facilities, and support space under CPTC Lease	Delta space is exclusive. All north Terminal baggage claim except AA's is Common Use. Some north Terminal ticketing is Common Use. Other ticketing and support space is Exclusive.	Delta retains existing space as Preferential Space.	Same

D. PROVISIONS FOR COMPETITIVE ACCESS

Forced Accommodation	Subject to their own requirements, each airline agrees to cooperate with the City in making space available to any airline which may become certificated or otherwise authorized under applicable law to provide passenger air transportation to/from ATL to insure that space will be provided for any such airline on a fair and equitable basis. (9.35D)	If an airline, including any airline seeking to expand its service or an airline seeking entry into the Airport is in need of space or facilities at the Airport, which need cannot be met by use of then Common Use Aircraft Gates or unleased premises, the City may require limited accommodations on certain terms and conditions. (Attach. 4 of Ext. Agr.)	Same except that spoke airlines do not have the obligation to accommodate an airline having 10 or more Preferential Use Aircraft Gates. (Attach. 2 of Ext. Agr.)
Recapture Provisions	None.	Gates are subject to a minimum utilization standard of 600 total aircraft seats on outbound domestic flights per gate, per day. If minimum gate utilization is not met, City has right to recapture gates for reallocation. (Attach. 2 of Ext. Agr.)	Same

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Additional City Gates	Not Applicable	Not Applicable	The spoke agreements call for the optimization of Concourse T north to add two additional (though smaller) gates. When that is completed, CO will surrender their 3 gates on D south and move to T north. The surrendered gates on D south will become City gates.

E. RENTALS; CAPITAL AND OPERATING COST ALLOCATIONS

Rentals and Payments to the City under CPTC Lease	Contracting Airlines pay an annual Facilities Rental (divided into equal monthly amounts) for their Exclusive Leased Premises and their pro rata share of the Joint Leased Premises. The Facilities Rental includes a Building Costs Rental, an Apron Costs Rental, and a TFESC (Tenant Finishes/Equipment/Systems Costs) Rental. (5.04A)	Same. For Billing purposes during the extension period, Preferential and CUPS spaces are treated the same as "Exclusive Leased Premises" (Sec. 2.2 and 2.08 of Ext. Agr. and Attach. 5 of Ext. Agr.)	Same
Delta and ASA Capital Project	No provision	Financing of up to \$25 million for certain upgrades, renovation and installations of 22 loading bridges on Concourse D. (Sec 1.11 (b) of Ext. Agr.)	Not Applicable
Concourse T North Optimization Project	No provision	Not applicable.	The two main purposes of this project are to allow CO and UA to combine operations and to provide the City with additional gates. Because the project will result in the return of three gates to the City, the project is anticipated to be funded with PFCs to the degree of eligibility.
Landing Fees under Use Agreement; Capital Improvement Recoveries	Each month, signatory airlines are required to pay \$0.16 per 1,000 pounds of Maximum Certified Landing Weight of each aircraft scheduled to land at the Airport as of the first day of such month.	Same (Sec. 3.2 of Ext. Agr.)	Remains the same. (Sec. 3.2 of Ext. Agr.)

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	The minimum charge per aircraft landing (with respect to the Basic Landing Fee) is \$6.00.		
Landing Fees under Use Agreement; Capital Improvement Recoveries (Cont'd)	Unless the Airlines approve additional airfield improvements by a Majority-in Interest (MII), no additional Airfield Improvement Landing Fees can be imposed. (Articles I and VII) Signatory airlines receive credit for landing fees paid by non-signatory carriers.		
Supplemental Landing Fee	A supplemental landing fee of approximately \$5,400,000 is set to expire on September 20, 2010. (Amendment to Use Agreement)	Supplemental landing fee is not extended beyond September 20, 2010. (Sec. 3.2 of Ext. Agr.)	Same (Sec. 3.2 of Ext. Agr.)
Financing of Capital Improvements under Use Agreement	Further expansion of, or improvements to, the Landside Terminal Buildings and Concourse Buildings to be funded by City; City cannot recover any part of that cost without approval by MII of the Contracting Airlines.	Remains the same except for specific provisions for MHJIT and GAP Projects.	Same
Operations and Maintenance Cost Allocations under CPTC Lease	Contracting Airlines are responsible for most costs of maintaining and operating the Exclusive Leased Premises, Joint Leased Premise and Shared Used Premises City must pay all costs related to the capital requirements of the basic systems within the Terminal Building Area, such as replacements of heating, ventilation and cooling (“HVAC”), elevators, escalators, pedestrian mall moving sidewalks, mechanical systems, and electrical systems and vault.	Remains the same except as adjusted for MHJIT	Same

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Police, Security and Fire Protection	City's recovery of Police, Security and Fire Protection is limited to amounts set at initiation of CPTC Lease.	A separate cost recovery based on more current requirements allows more complete recovery of costs for MHJIT. (See Attach 5. of Ext Agr.)	Same
Concession Credits	City receives 50% of the net revenues that are generated by concessions; balance is used to reduce Airline rentals and charges.	Remains the same	Remains the same
Effect of Renegotiation with Delta	No provision	Not applicable	If the City amends the rental and charges provisions of the Delta Extension Agreement, the spoke airline extension agreements are automatically amended to reflect the amendments to the Delta Extension Agreement. (Sec. 1.12 of Ext. Agr.)
Right to participate in negotiations	No provision	No provision	No provision

F. MAJORITY-IN-INTEREST PROVISIONS

General	As noted above with respect to capital improvements within the CPTC and on the Airfield, the City may not recover any part of the costs unless approved by Majority-in-Interest (MII), calculated as set forth below. MII approval is also necessary regarding certain third party operator contracts.	Remain the same except as adjusted for MHJIT and a new conflict of interest provision preventing Airline from participating in MII votes if Airline is bidding on a contract. (Sec. 1.2 of Ext. Agr.)	Same (Sec. 1.2 of Ext. Agr.)
Calculation Of Majority-in-Interest	Use Agreement: MII is any 4 or more Airlines which together paid at least 90% of the total Basic Landing Fees during the preceding 12 months. (Article I)	Same	Same

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Calculation Of Majority-in-Interest (Cont'd)	<p>CPTC Lease: MII is 51% or more of the Contracting Airlines, which have also leased 75% or more of the total Aircraft Parking and Ramp Areas exclusively leased to all Contracting Airlines and 75% or more of the total Exclusive Leased Premises in the Landside Terminal Buildings and the Concourse Buildings leased to all Contracting Airlines.</p> <p>NOTE: There are other MII provisions related to narrow topics</p>		

G. MHJIT PROVISIONS

MHJIT Premises	The 1999 MII Ballot included funds for the construction of MHJIT. By passing the 1999 MII, the carriers agreed to expand the definition of the CPTC to include the proposed MHJIT.	Incorporates MHJIT into the CPTC Lease. (New Sec. TBD of CPTC Lease added by Section 2.1 (e) of Ext. Agr. and Attach. 3 of Ext. Agr.)	Same
Approved MHJIT Project Budget	Delta and the City disagree with respect to the budget for MHJIT which is covered by the 1999 Majority-in-Interest Approval and related implementation process.	Delta and the City agree on a maximum of \$1,358,000 budget for MHJIT. Project implementation process subject to 1999 agreement with airlines. (Sec. 2.1(e) of Ext. Agr.)	Same
MHJIT Bonds	Delta and the City disagree over the amount of the costs of MHJIT the City may recover from airlines.	Delta and the City agree on \$324,500,000 of bonds for MHJIT recoverable from the airlines. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr.) Delta agrees to support the City in the offering of MHJIT bonds. (Sec. 1.7 of Ext. Agr.)	Same

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Maintenance and Operations Obligations	Not applicable.	City is treated as a Contracting Airline for the purpose of controlling space in MHJIT, aggregating costs, and developing rates and charges to recover those costs in a manner similar to the methodology in practice today for Concourse E International. (Attach. 5 of Ext. Agr.)	Same
Police Security and Fire Protection	Not applicable.	Allows recovery of necessary police, security and traffic management costs for exterior areas up to \$1 million per year subject to CPI escalation. (Attach. 5 of Ext. Agr.)	Same
Rental and Operating Charge Allocation	Not applicable.	Rentals rates are a function of the debt service on the bonds issued and existing debt on Concourse E. Operating charges are the same as in the current CPTC except that Airlines pay 100% (rather than 60%) of the cost of the train system attributable to MHJIT. (New Sec. 5.10 of CPTC Lease added by Section 2.1 (e) of Ext. Agr and Attach. 5 of Ext. Agr.)	Same

H. NEW PROVISIONS

Headquarters	No obligation	Delta must maintain headquarters in the Atlanta Metropolitan area during the Extension Period or forfeit its share of concession credits. (Sec. 1.12 of Ext. Agr.)	No obligation.
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Capital Improvement Plan	The last capital improvement plan approved was in 1999. As noted above, City must pay for all capital improvements unless it receives MII approval.	Delta agrees to vote for MII approval of GAP projects. These are projects involving replacement and renewal of basic infrastructure, (elevators, moving walkways, HVAC, etc.) up to the sum of \$221 million. (Sec. 1.11 of Ext. Agr.)	Same
Emergency Repairs	Emergency repairs require MII approval; City may not recover any costs through airlines rentals and charges without MII approval.	Annual emergency repairs up to \$6 million are permitted and can be charged to airlines over a ten year period. (Sec. 1.13 of Ext. Agr.)	Same
Dispute Resolution	There is no provision for alternative dispute resolution. All disputes are resolved in court .	Compulsory arbitration administered by JAMS under the Comprehensive Arbitration Rules and Procedures other than for unlawful detainer. (Sec. 1.6 of Ext. Agr.)	Same
Agreements With Other Airlines	AA, UA, CO, US, ASA, AirTran and Midwest (previously) are under the same type of lease and use agreement as Delta.	Airport has greater flexibility to enter into different leases with other airlines. (Sec 1.5 of Ext. Agr.)	Same
Execution of Certain Amendments	Not applicable.	City executed an amendmetn with Delta which calls for supplemental rentals.	The provisions of the Delta Supplemental rentals amendment are incorporated into the spoke airline extension agreements.
Atrium Dispute Settlement	City and Delta have a dispute regarding concession revenues and airline obligations for Atrium between the North and South Terminal Buildings. City has been withholding credits claimed by Airlines for a number of years pending resolution of the dispute.	City agrees to pay proportionate amount out of \$5.0 million concession credits it has not credited to Airlines and Airlines agrees to pay their proportionate share of costs going forward. (Sec. 1.3 of Ext. Agr.)	Same
FAA	Not applicable	Provides process for resolving any FAA objections to lease extension. If FAA withholds funding based on any terms of this extension agreement, then City may petition Federal Court to reform the Agreement in a manner consistent with FAA guidance. (Sec. 1.4 of Ext. Agr.).	Same